Judge Benson – Law & Motion – Wednesday, September 9, 2026 @ 9:00 AM
For this week's calendar only, if requesting oral argument, please call (530) 532-7125.

1. **22CV00518 Rivera, Jose v. Chavoya, Martha et al**

EVENT: Motion for Interlocutory Judgment Approving Partition By Sale of Real Property and Appointment of Referee

Motion for interlocutory judgment is denied.

Counsel is ordered to appear and be prepared to select a court trial date in 2027. The Court notes Defendants have admitted that Plaintiff is a current owner of the property. Consequently, that issue is conclusively established.

Thus, the matters to be determined at the court trial are the respective percentage interests in the property, any accounting issues, and whether the manufactured home is included in the sale.

2. **23CV01923 Greenberg, Stuart et al v. Jacques, Michael et al**

EVENT: Defendant William Jacques' Demurrer to Third Amended Complaint

The TAC Sufficiently Alleges a Confidential Relationship Applicable to the Underlying Disputes in this Case

> *Weiner v. Fleischman* at p. 482:
>
> A joint venture is "an undertaking by two or more persons jointly to carry out a single business enterprise for profit. [Citations.]" (*Nelson v. Abraham* (1947) 29 Cal.2d 745, 749 [177 P.2d 931].) "Like partners, joint venturers are fiduciaries with a duty of disclosure and liability to account for profits." (9 Witkin, Summary of Cal. Law (9th ed. 1989) Partnership, § 19, p. 418.)

Here, the TAC alleges Plaintiff and William had a confidential relationship due to various business ventures. Thus, the TAC sufficiently alleges a confidential relationship to the extent they owed each other duties with respect to matters related to those business ventures.

William argues that even if his prior business dealings created a fiduciary or confidential relationship, such fiduciary obligations would not apply to business dealings for which

William was not involved. The Court's research indicates this contention is generally correct, as some nexus between the alleged wrongful conduct and the underlying business relationship is required. (*See McCain v. Phoenix Res*. (1986) 185 Cal.App.3d 575, 589 ["matters affecting their business relationship" …"matters affecting the value of the partnership"]

However, under the broadest definition, a fiduciary relationship "precludes the idea of <u>profit or advantage</u> resulting from the dealings of the parties and <u>the person in whom the confidence is reposed</u>." (*Wolf v. Superior Court* (2003) 107 Cal.App.4th 25, 30) [Emphasis Added] Here, the underlying disputes concern Michael Jacques and AOIS. According to paragraph 254 of the TAC William was a member of the board of directors and a shareholder of AOIS. Thus, it is theoretically possible that William gained an advantage from his allegedly less than transparent communication with William. Consequently, the Court finds the TAC has sufficiently alleged, for pleading purposes, a confidential or fiduciary relationship which relates to the underlying disputes.

Intentional Misrepresentation

The demurrer is OVERRULED.

On the element of justifiable reliance, William disputes the factual allegation that Greenberg was not a sophisticated investor.

> Weil & Brown California Practice Guide (The Rutter Group) (2022) Civil Procedure Before Trial, Demurrer, [7:44]
>
> No matter how unlikely: The sole issue raised by a general demurrer is whether the facts pleaded state a valid cause of action – not whether they are true. Thus, no matter how unlikely or improbable, plaintiff's allegations must be accepted as true for the purpose of ruling on demurrer. [*Del E. Webb Corp. v. Structural Materials Co*. (1981) 123 CA3d 593, 603]

Although a trier of fact may find Plaintiff was a sophisticated investor we have to accept the allegation as true on demurrer.

On the element of causation, paragraph 13 of the TAC sufficiently alleges causation in that Plaintiff continued to rely on William's alleged false representations by continuing to do business with Michael.

Constructive Fraud

The demurrer is OVERRULED. As discussed, the TAC sufficiently alleges a fiduciary relationship. Consistent with that discussion, the TAC sufficiently alleges William obtained an advantage. Notably paragraph 5 alleges William retains an ownership interest in AOIS. Thus, theoretically he was advantaged by Plaintiff's investments.

Concealment

For the same reasons as previously discussed, the TAC has sufficiently pled a duty to disclose via a fiduciary relationship and has sufficiently plead causation. Regarding William's argument that the concealment allegations are inconsistent with the affirmative misrepresentation allegations, the argument is not fully developed. In any event, the allegations are not necessarily incompatible.

Negligent Misrepresentation

The demurrer is OVERRULED.

The Court reincorporates its discussion concerning reliance and causation. As to William's argument the TAC does not allege that he supplied "transactional guidance", that rule is inapplicable under these circumstances. *Bily v. Arthur Young & Co*. (1992) 3 Cal.4th 370 concerned a foreseeability issue not present here as there is no dispute the alleged misrepresentations were specifically directed towards Plaintiff.

Breach of Fiduciary Duty

The demurrer is OVERRULED. The Court reincorporates its ruling concerning fiduciary/confidential relationship, the link with William's alleged interests in AOIS, and causation.

Defendant William Jacques shall file an answer within 20 days.

Plaintiff shall prepare and submit the form of order within 2 weeks.

3. **<u>24CV03690 Piazza, Jason et al v. Tesla Energy Operations, Inc et al</u>**

EVENT: Petition to Compel Arbitration

Petition to Compel Arbitration is DENIED. The court finds Defendants waived their right to arbitration. To establish waiver under generally applicable contract law, the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party knew of the contractual right and intentionally relinquished or abandoned it. (*Quach v. California Commerce Club, Inc*. (2024) 16 Cal.5th 562, 574)

Knowledge

The waiving party's knowledge of the right may be "actual or constructive." (*Quach, supra*, at p. 574) The question is not whether current counsel for defendants was aware of the arbitration agreement, rather the question is whether defendants themselves were aware of the agreement. (*Id*) ["The record shows by clear and convincing evidence that Commerce Club was aware of its right to compel arbitration, despite the asserted failure of Commerce Club's counsel to find a complete copy of Quach's arbitration agreement sooner.]

Thus, the fact current counsel was not made aware of the stipulation until months later is not relevant. The stipulation itself is evidence of Defendants' knowledge of the arbitration agreement.

Intentional Relinquishment/Abandonment

Its intentional relinquishment or abandonment of the right may be proved by evidence of words expressing an intent to relinquish the right or of conduct that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable fact finder to conclude that the party had abandoned it. (*Quach, supra*, at p.574)

Here, Defendants' conduct was inconsistent with the intent to arbitrate. Regarding the stipulation that was attempted to be filed but was never filed, the Court investigated the circumstances and discovered the following.

> On July 11, 2025 the stipulation was submitted to e-filing.
>
> On July 14, 2025 a second stipulation was submitted to e-filing. However, later that same day the filing party cancelled the filing.
>
> On July 22, 2025 the clerk rejected the July 11 filing with the stated reason that the filing party had failed to pay the first appearance fee.

On one hand, the attempt to file the stip could be interpreted as an act in furtherance of the intent to arbitrate. However, despite being provided with notice of the rejection Defendant did not attempt to resolve the matter.

This failure, combined with the failure to participate in the following months while this case remained pending is inconsistent with the intent to arbitrate.

On August 6, 2025 Defendants' prior counsel appeared at a Case Management Conference. The minutes reflect the matter was continued for status of mediation.

A substitution of attorney was filed on 11/21/26. At the 12/10/25 Case Management Conference current counsel for Defendants appeared. There is no indication in the minute order of an intent to compel arbitration. This may have been because current counsel was not yet aware of the agreement. But as *Quach* notes, counsel's knowledge or lack thereof is irrelevant.

As to the overall time period of delay, essentially 1 year has elapsed between the attempted filing of the stipulation and the instant motion. Even if we give Defendants the benefit of the doubt and reduce the effective time period of the delay due to the default issue, we have an unexplained delay from July 2025 through the end of January 2026.

Another factor is the failure to engage in mediation as agreed. *Quach* noted a concern where compelling arbitration would "create undue delay and gamesmanship going forward." (*Quach, supra*, at p.586) Even if the promise to mediate is viewed as an independent obligation from the promise to arbitrate, there is an element of undue delay and gamesmanship under these circumstances by failing to mediate and allowing this case to drag out. Ultimately this case was filed in October 2024, nearly 2 years ago, and we have yet to reach first base.

Defendants shall file a responsive pleading within 10 days.

Plaintiffs shall prepare and submit a form of order consistent with this ruling within 10 days.

4. <u>25CV01698 Shamir Insight, Inc v. Paradise Lens Lab LLC</u>

EVENT: Plaintiff's Motion for Judgment Pursuant to Stipulation for Settlement of Judgment (CCP 664.6)

Plaintiff's Motion for Judgment Pursuant to Stipulation for Settlement of Judgment is GRANTED. The Court will sign the proposed order and judgment.

5. <u>25CV02868 Elite Acceptance Corp v. Vanpoole, Brandi Leanne</u>

EVENT: Opposition to claim of exemption

The Court will conduct a hearing.

6. **<u>26CV01665 Perondi, Christopher v. Bingaman, Renee</u>**

EVENT: Defendant Renee Bingaman's Motion for Summary Judgment or in the Alternative Summary Adjudication

Defendant Renee Bingaman's Motion for Summary Judgment or in the Alternative Summary Adjudication is DENIED WITHOUT PREJUDICE for failure to comply with the notice requirements of CCP 437c(a)(2). Pursuant to *Robinson v. Woods* (2008) 168 Cal.App.4th 1258, 1267-1268, the Court has no authority to continue a summary judgment motion to cure the notice defect. Rather Defendant must refile and serve the motion in accordance with the notice requirements of CCP 437c(a)(2).

7-8. <u>26CV01872 Davis, Katherine v. Arredondo Group Inc et al.</u>

EVENT: (1) Defendant Wells Fargo Bank, N.A.'s Demurrer to Plaintiff's Complaint

(2) Defendant Adesa California LLC's Demurrer to Plaintiff's Complaint

In light of the First Amended Complaint filed on August 26, 2026, the demurrers are moot.

9. <u>26CV02234 Grayson, John I, IV v. Internal Revenue Service</u>

EVENT: "Tentative Ruling Order Motion" (Continued from 8/26/26)

The case is dismissed with prejudice for lack of jurisdiction. State courts do not have jurisdiction over the Internal Revenue Service nor does it have subject matter jurisdiction over federal tax disputes. (*See Civiletti v. Municipal Court* (1981) 116 Cal.App.3d 105, 109; 28 USCS 1346)

10. <u>26CV02357 In re: Brines, Michael Wayne</u>

EVENT: Change of name (minor)

There is no proof of publication on file. CCP 1277 requires notice to the parents and if they cannot be served, the grandparents. The Court will hear from Petitioner regarding notice.